

EXHIBIT G

In The Matter Of:
DR. KAMIAR ALAEI v.
STATE UNIVERSITY OF NEW YORK, et al.

RANDY STARK
March 24, 2021

COVERING ALL UPSTATE NEW YORK

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Min-U-Script® with Word Index

RANDY STARK

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1 STATE OF NEW YORK
2 COURT OF CLAIMS

3 In the Matter of the Claim by

4 DR. KAMIAR ALAEI,

5 Claimant,

Claim No:

132554

6 -against-

Hon. Francis T. Collins

7 STATE UNIVERSITY OF NEW YORK,
8 STATE UNIVERSITY OF NEW YORK AT ALBANY,
and THE STATE OF NEW YORK

9 Respondents.

10 Deposition of: RANDY STARK

13 DATE: March 24, 2021

14 TIME: 12:05 p.m. - 3:50 p.m.

15 HELD: Via Videoconference

18 BEFORE: Stephanie Picozzi, CRR, RPR
19 Certified Realtime Reporter and
Notary Public in and for the
20 State of New York

RANDY STARK

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S T I P U L A T I O N S

IT IS HEREBY STIPULATED, by and between the attorneys for the respective parties hereto, that:

All rights provided by the C.P.L.R., and Part 221 of the Uniform Rules for the Conduct of Depositions, including the right to object to any question, except as to form, or to move to strike any testimony at this examination is reserved; and in addition, the failure to object to any question or to move to strike any testimony at this examination shall not be a bar or waiver to make such motion at, and is reserved to, the trial of this action.

This deposition may be sworn to by the witness being examined before a Notary Public other than the Notary Public before whom this examination was begun, but the failure to do so or to return the original of this deposition to counsel, shall not be deemed a waiver of the rights provided by Rule 3116 of the C.P.L.R., and shall be controlled thereby.

The filing of the original of this deposition is waived.

IT IS FURTHER STIPULATED, that a copy of this examination shall be furnished to the attorney for the witness being examined without charge.

RANDY STARK

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1 RANDY STARK,
2 called as the witness, hereinbefore named, being
3 first duly cautioned and sworn or affirmed by
4 STEPHANIE PICOZZI, a Certified Shorthand Reporter and
5 Notary Public in and for the State of New York,
6 qualified in Saratoga County, herein to tell the
7 truth, the whole truth, and nothing but the truth,
8 was examined and testified as follows:

9 EXAMINATION BY

10 MR. CASTIGLIONE:

11 Q. Good morning, Mr. Stark. My name is Joe
12 Castiglione. I'm an attorney with the law firm
13 of Young/Sommer. We represent Dr. Alaei in this
14 matter.

15 You are here as a possible witness
16 concerning claims Dr. Alaei has against New York
17 State regarding his employment with SUNY Albany.
18 I'm going to ask you questions today probing
19 your knowledge ad any information you might have
20 or any documents you might have reviewed.

21 The attorney for the State, Mr. Rotondi,
22 might put up an objection; that's for the
23 record. You still have to answer the question
24 unless he specifically directs you not to answer
25 the question.

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1 The stenographer is here to swear you under
2 oath. We are creating a transcript that can be
3 used in later court proceedings. Because we are
4 keeping the transcript, we want to keep it
5 clear. Let me ask you a question, wait until
6 I'm done, then you can answer. She can't type
7 us both talking at the same time.

8 If you provide a response, please provide a
9 verbal response, some people tend to nod or
10 shake their head, so it's clear for the record.
11 And if an objection is made, let it be made,
12 then you can answer.

13 Everything is on the record unless we agree
14 to go off the record. If I ask you a question,
15 please respond to the best of your ability. If
16 you don't understand a question, let me know.

17 If you need to take a break at any point,
18 let us know. If you want to consult with your
19 counsel, that's fine. If there is a question
20 posed, you have to first answer the question
21 before you can consult with your counsel.

22 Is there any reason today that you can't
23 accurately or truthfully respond to the best of
24 your ability to questions presented?

25 A. No.

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1 Q. Can you state your name for the record?

2 A. It's Randy Stark.

3 Q. Mr. Stark, did you review any documents in
4 advance of your deposition today for
5 preparation?

6 A. Yes, I did.

7 Q. Can you identify for me what you reviewed?

8 A. There were documents that Mr. Rotondi provided
9 me.

10 Q. Did you have any conversations with anyone in
11 advance of your deposition today?

12 A. No.

13 Q. If you had conversations with your attorney,
14 that's fine, you don't have to tell me the
15 content. I'm looking for anybody else.

16 MR. ROTONDI: Joe, sorry to interrupt,
17 I sent him some of the exhibits from the
18 prior EBT. They are not marked as Exhibit
19 1, 2, 3. I had to reformat them. I wasn't
20 able to copy them over so you know. Sorry
21 to interrupt.

22 MR. CASTIGLIONE: No problem. Thank
23 you for clarifying.

24 Q. Are you currently employed, Mr. Stark?

25 A. No, I'm not.

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1 Q. When was your last employment position?

2 A. It was Senior HR Consultant with Pinnacle HR.

3 Q. When was that?

4 A. That was the period August 2020 to January 2021.

5 Q. Before August 2020, did you have any employment?

6 A. Yes, I did.

7 Q. What was your employment before August 2020?

8 A. The University at Albany, SUNY.

9 Q. What was the position you held at that time?

10 A. Associate Vice President Human Resources.

11 Q. How long did you hold that position prior to
12 August 2020?

13 A. October 2015 to May 2020.

14 Q. It was the same position over that period of
15 time, those five years?

16 A. Yes.

17 Q. Can you explain to me what your responsibilities
18 were in that position of Associate Vice
19 President of HR for SUNY Albany?

20 A. It was -- the responsibility for the human
21 resource function.

22 Q. You held that position of Associate Vice
23 President for Human Resources from January 2018
24 to August 2018?

25 A. No; it was October 2015 to May 2021.

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1 Q. Sorry; I was trying to clarify.

2 During the period of February 2018 to August
3 2018, you held the same position with SUNY
4 Albany?

5 A. Yes.

6 Q. The same responsibilities for the HR function?

7 A. Yes.

8 Q. Just as we are going forward to clarify for the
9 record, if I'm referring to the State University
10 of New York at Albany, I might refer to SUNY
11 Albany or the university, is that clear?

12 A. Yes.

13 Q. If I refer to the Global Institute for Health
14 and Human Rights, I will be referring to,
15 likely, GIHHR.

16 A. Yes.

17 (Discussion held off the record.)

18 Q. Mr. Stark, I'm showing you what's been
19 previously marked as Plaintiff's Exhibit A-1.
20 Do you recognize this document?

21 A. Yes.

22 Q. I can have her scroll down to the next page so
23 you can see the whole thing.

24 A. Okay.

25 Q. Mr. Stark, can you identify what this document

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1 is for me?

2 A. This is the alternate assignment document that
3 was given to Dr. Alaei.

4 Q. Is that your signature on it?

5 A. Yes.

6 Q. In the first paragraph, this document talks
7 about conducting a disciplinary investigation.
8 Do you see that? It's the last sentence of the
9 first paragraph.

10 A. Yes.

11 Q. When did you first learn of the grounds for SUNY
12 Albany to conduct that disciplinary
13 investigation?

14 A. Right around the time when the letter was
15 issued. I don't have an exact date.

16 Q. Do you recall what the concerns were, what the
17 grounds were that prompted SUNY to issue this
18 letter dated February 8, 2018?

19 A. Issues with students.

20 Q. When you say "issues with students," can you
21 explain?

22 A. Well, it was a Title IX investigation or inquiry
23 made with regards to a hostile work environment,
24 potential hostile work environment.

25 Q. Was there anything else that was raised for the

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1 basis of this letter at that time?

2 A. Without having my notes, I would be speculating
3 what some of the other issues were.

4 Q. I'm going to start off generally, then we can go
5 through the documents to get through this
6 quicker.

7 You were involved in this disciplinary
8 investigation?

9 A. Yes.

10 Q. What was your role, generally, in this
11 investigation?

12 A. Well, the person who conducted the actual
13 investigation, if you will, interrogation was
14 Brian Selchick and Brian and I would discuss the
15 situation with each other as we progressed
16 through the process.

17 Q. Were there other people that had any role
18 related to conducting this investigation?

19 A. Not in Human Resources; no.

20 Q. Did you conduct any interviews yourself that
21 were related to this investigation?

22 A. Not alone. They were individual interviews that
23 Brian and I conducted.

24 Q. Was anyone at SUNY Albany overseeing your
25 investigation?

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1 A. We communicated with the Title IX office as well
2 as with the Provost's office and the President's
3 office.

4 Q. Who was the Provost that you were communicating
5 with at the time?

6 A. That would have been Jim Stellar.

7 Q. The President was -- who was the President at
8 the time?

9 A. Come on; take a shot at it. Havidan Rodriguez.

10 Q. I want to read you some names and you can, as
11 you recall, generally explain to me what role,
12 if any, they had related to the investigation
13 concerning Dr. Alaei.

14 Bruce Szelest.

15 A. He was the Chief of Staff in the President's
16 office.

17 Q. Generally speaking, what type of role or
18 involvement did he have in this investigation
19 over time?

20 A. He kept the President informed. And if we had
21 decisions to be made or actions to be taken,
22 they would be discussed with Bruce. And he
23 would respond from the President's office as to
24 what direction we were to take.

25 Q. So then President Rodriguez had involvement in

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1 terms of oversight and consultation and he would
2 make decisions and convey them to Bruce, is that
3 fair to say?

4 A. I guess you would have to ask Bruce. One would
5 presume that but I don't know what the
6 communication was there.

7 Q. What about James Stellar?

8 A. Same thing. Had very few conversations with Dr.
9 Stellar. Much of the communications were group
10 communications via email.

11 Q. You explained Brian Selchick was involved in
12 conducting the investigation?

13 A. Yes.

14 Q. Who is Chantelle Cleary?

15 A. She was the Director for Title IX and I believe
16 that was her title. She oversaw Title IX
17 investigations and any student complaints.

18 Q. What about Valerie Ayers?

19 A. She was counsel at SUNY Albany -- excuse me, at
20 SUNY Central.

21 Q. If you recall, when did the disciplinary
22 investigation identified in Plaintiff's Exhibit
23 A-1 end?

24 A. Probably it was in the summer. I would say
25 probably June, July.

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1 Q. Are you aware of efforts by SUNY Albany over the
2 course of that investigation to nonrenew Dr.
3 Alaei's employment?

4 A. Yes, I am.

5 Q. Did you have any involvement in those efforts?

6 A. Nothing other than reviewing the letter that he
7 received upon accepting the position.

8 Q. Do you recall names of individuals with SUNY
9 Albany that were working on efforts towards
10 nonrenewal of Dr. Alaei's employment?

11 A. No. I would just be speculating as to who would
12 be involved in making those determinations.
13 That wasn't something that HR would have gotten
14 involved with.

15 Q. Did there come a time, as far as you recall,
16 when SUNY Albany determined to terminate Dr.
17 Alaei's employment on or about August 8, 2019?

18 A. Yes.

19 Q. Were you involved in that determination?

20 A. I was involved in delivering the message.

21 Q. Do you know why SUNY Albany determined to
22 terminate Dr. Alaei's employment at that time?

23 A. I wasn't given any specific reasons.

24 Q. I want to go back to A-1. Who decided to start
25 the disciplinary investigation reflected in this

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1 February 8, 2018 letter identified as
2 Plaintiff's Exhibit A-1?

3 A. That was -- I believe that was from the
4 Provost's office.

5 Q. By Provost, you mean James Stellar?

6 A. Yes.

7 Q. Before this time, February 2018, how many
8 investigations had you done as part of your HR
9 role with SUNY up to that point?

10 A. That's hard to say. Again, I would have to look
11 at my files. We had investigations maybe -- I
12 don't know. I would be guessing. Maybe a half
13 a dozen. I mean, we certainly had meetings with
14 individuals with regards to disciplinary matters
15 but, you know, if you are referring to
16 investigations to this extent, maybe three or
17 four.

18 Q. Referring to this letter, A-1, it talks about
19 Dr. Alaei not being allowed at university
20 facilities during the time of the investigation.

21 A. Yes.

22 Q. Why was Dr. Alaei not allowed at university
23 facilities during this part of the
24 investigation?

25 A. Typically, when a person was put out on an

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1 alternative assignment, the alternative
2 assignment would take place usually off campus.

3 Q. Was there a prohibition for those other
4 alternative assignment situations where the
5 person under investigation was not allowed to
6 come back on campus for any reason?

7 A. They would have to contact either my office or
8 the director or the dean of their program.

9 Q. Was that something that was explained to them
10 typically --

11 A. Yes.

12 Q. -- in other situations?

13 Yes?

14 A. Sorry; I jumped ahead.

15 Yes.

16 Q. That's all right.

17 MR. CASTIGLIONE: This document on the
18 second page, if you can scroll down,
19 actually, if you scroll up a little more so
20 the last paragraph on the first page and
21 first paragraph on the second page is
22 legible.

23 Q. Mr. Stark, in this last paragraph on the first
24 page of this letter, it continues on on the
25 second page, in part it says, generally, that

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1 Dr. Alaei was not allowed to discuss this matter
2 in any way with others. Is that direction
3 common in these types of matters?

4 A. Yes.

5 Q. Why is that?

6 A. As you conduct the investigation, we requested
7 the person involved to not have any interaction
8 with staff. It's just protocol, I guess, if you
9 will.

10 MR. CASTIGLIONE: If I can have
11 Stephanie scroll done to the next sub
12 exhibit, Exhibit A-2.

13 Q. Mr. Stark, I'm showing you what's been marked as
14 Plaintiff's Exhibit A-2. It's an email that
15 looks to be from Brian Selchick,
16 S.E.L.C.H.I.C.K., to a number of people
17 including you.

18 Do you recall this email?

19 A. Well, I'm on there so I must have read it.

20 Q. In this email it talks about relieving KA, who I
21 assume is Dr. Alaei, of his card access and
22 keys. Was that a typical course of conduct by
23 SUNY Albany in these types of investigations?

24 A. Yes. We have done that in the past. Yes.

25 Q. Are there other instances when you conducted

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1 these investigations when you did not do that?

2 A. Not that I recall.

3 Q. Were there any concerns raised by Dr. Alaei
4 having, you know, card access or email access --
5 card access or key access? Sorry.

6 A. The first part of your question was?

7 Q. Were there any concerns raised by anybody about
8 Dr. Alaei having keys or card access?

9 A. It was -- you know, it was a directive that we
10 not allow him to have, you know, card access or
11 key access to his office or to that area, to the
12 university.

13 Q. When you say "it was a directive," who gave you
14 the directive?

15 A. That came as a result of meetings that we had
16 with, you know, with the Provost's office and
17 others.

18 Q. Would that be Provost Jim Stellar?

19 A. Yes, Jim Stellar. Yes.

20 Q. Would Bruce Szelest be involved in that too?

21 A. He would be involved. He would be aware of it.

22 Q. Now, as part of this email, Exhibit A sub
23 Exhibit 2, it identifies that SUNY was removing
24 email access to Dr. Alaei. Is that common in
25 these types of alternative assignments or

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1 investigation situations?

2 A. No, it is not.

3 Q. Why was that done here?

4 A. It was a directive from the President that he
5 not have email access.

6 Q. Did the President ever explain to you why he
7 issued that directive?

8 A. No. It was just they did not want him to have
9 access. It was his decision.

10 Q. As far as you are aware, were any concerns ever
11 raised by Dr. Alaei inappropriately using his
12 email in the past?

13 A. Using his email inappropriately in the past?

14 Q. Yes; before this time.

15 A. No; not that I'm aware of. Not that I recall.

16 Q. Were there any concerns raised around this time
17 that Dr. Alaei would somehow use his email
18 inappropriately?

19 A. I guess I would need to know what you mean by
20 "inappropriately."

21 Q. Sure.

22 If, for example, if anybody had raised a
23 specific situation that we think Dr. Alaei is
24 going to do something inappropriate, contact
25 people inappropriately or say something

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1 inappropriate and send it by email, any of those
2 types of concerns?

3 A. I believe the purpose was just to not allow him
4 any form of communication via email with any of
5 the staff members period.

6 Q. And was that a directive from the President?

7 A. Yes, it was.

8 Q. Chantelle Cleary was on this email as well if
9 you look in the upper right-hand corner.

10 A. Yup.

11 Q. Did you conduct a separate investigation than
12 Ms. Cleary was conducting?

13 A. It would -- it was a joint investigation.

14 Q. So what issues was your office looking at as
15 compared to what her office was looking at?

16 A. We were looking at how the issues that addressed
17 related to the UUP contract. I mean, there was
18 a lot of discussion that went back and forth but
19 there were issues that they would investigate
20 and then they would share with us and that would
21 have been part of whatever questions we may have
22 asked Dr. Alaei.

23 Q. Ms. Cleary was conducting Title X and related
24 investigations?

25 A. Yes.

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1 Q. Was the President made aware of the February 8
2 letter in this email before these actions were
3 taken?

4 A. I believe so. Not by my office.

5 Q. Sorry?

6 A. Not by my office.

7 Q. You were looking into the UUP Agreement. By
8 UUP, so we are clear, are we referring to the
9 agreement between United University Professions
10 and the State of New York that was applicable
11 during that time?

12 A. Yes.

13 Q. If I call it the UUP Agreement, you will
14 understand what I'm referring to?

15 A. Yes.

16 Q. You said you were looking at UUP Agreement
17 issues. Did you ever determine if removing
18 email access was a violation of the UUP
19 Agreement or consistent with the UUP Agreement?

20 A. It was not consistent with the UUP Agreement.
21 Alternative assignment is an alternative
22 assignment. It's not a form of disciplinary
23 action. And being that disciplinary action,
24 then the email would have remained in place.

25 Q. But for the directive of the President here?

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1 A. Correct.

2 Q. Mr. Stark, I'm showing you what's been
3 identified as Plaintiff's Exhibit A-3. It looks
4 to be an email from a Karl Rethemeyer dated
5 February 2018 to a number of people including
6 you. Do you recall this email?

7 A. It looks familiar; yes.

8 Q. In the middle of this email, they are talking
9 about the GIHHR website making changes. In the
10 middle of the email towards the beginning it
11 says: In part, we will also need to change all
12 references to KA.

13 Do you know why that was needed to be done
14 at that point?

15 A. No. Again, that wasn't in my area. That was a
16 decision or discussion that occurred at
17 different levels of the university.

18 Q. Can you explain to me who Karl Rethemeyer was,
19 R.E.T.H.E.M.E.Y.E.R.?

20 A. Again, as it states there, he was the Interim
21 Dean for the Rockefeller College of Public
22 Affairs & Policy. I believe, again, I don't
23 have the information but I believe he had
24 oversight, some oversight, some involvement,
25 with GIHHR.

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1 Q. In your prior experience with other
2 investigations and alternative assignments, was
3 removing an employee's references from the SUNY
4 website consistent with those prior
5 investigatory or alternative assignment
6 practices by SUNY Albany?

7 A. I don't recall that having happened.

8 Q. Did you ever look into removing an employee from
9 the website during an investigation, whether
10 that was consistent with the UUP Agreement?

11 A. I don't recall ever having done that; no.

12 Q. If I can refer you to the next document, Exhibit
13 A sub Exhibit 4, Mr. Stark. I'm showing you
14 what's been identified as Plaintiff's Exhibit
15 A-4 which is an email from Harvey Charles dated
16 February 8, 2018 to a number of individuals
17 talking about setting up a meeting on Friday
18 afternoon at 3:00 p.m. which appears to be the
19 next day, February 9.

20 Do you recall a meeting being held by GIHHR
21 personnel or other SUNY personnel to discuss
22 issues concerning Dr. Alaei and the change in
23 leadership at the institute?

24 A. Yes.

25 Q. Did you attend that meeting?

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1 A. I believe so.

2 Q. Why was it decided to have that meeting in the
3 first place?

4 A. Well, my recollection or the concerns were the
5 students were upset and felt that they needed to
6 have some communication from the university in
7 terms of what was happening with regards to the
8 issues surrounding the alleged actions of Dr.
9 Alaei and it was more of, I believe, an
10 informational meeting just to inform students
11 what the status was of GIHHR and Dr. Alaei at
12 that point in time.

13 Q. Do you recall who spoke on behalf of SUNY Albany
14 at that meeting?

15 A. I believe Chantelle Cleary may have spoken.
16 Honestly, I don't recall those who spoke.
17 Again, it was a room full of people and I don't
18 recall others who may have spoken.

19 Q. If I can refer you to what's been marked as
20 Plaintiff's Exhibit G.

21 (Discussion held off the record.)

22 Q. Do you recall, Mr. Stark, generally what was
23 discussed at that meeting on February 9, 2018?

24 A. Not specifics; just an update. Dr. Alaei was
25 not on campus. I don't remember what specifics

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1 were given with regards to him not being
2 present.

3 Q. Do you recall if any students that attended that
4 meeting or GIHHR staff raised any concerns after
5 that meeting about racial or cultural issues?

6 A. I don't recall any racial issues. There may
7 have been some discussion on cultural issues
8 but, again, it's a few years back. I don't
9 remember the specifics.

10 Q. Do you recall the name Elizabeth Gray?

11 A. Yes.

12 Q. Do you recall if Ms. Gray during a deposition
13 with Ms. Cleary ever raised a concern that there
14 was a cultural difference and maybe a
15 misunderstanding or something like that in terms
16 of interactions with the female student that
17 initiated or, I guess, raised the issue of
18 concern in the first place?

19 A. That sounds familiar. I don't know if it was
20 Ms. Gray but that sounds familiar.

21 Q. Were any of those issues ever taken into account
22 when doing the investigation?

23 A. Yes.

24 Q. Can you explain to me what you did to take them
25 into account?

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1 A. Well, just, again, different cultures. And
2 based on, I think, what Dr. Alaei may have
3 communicated and, you know, what we heard from
4 staff, that, you know, again, their culture, our
5 culture, if you will, there may have been some
6 things that could have been misinterpreted.

7 Q. Mr. Stark, I'm referring you to what's been
8 marked as Plaintiff's A-6. This is an email
9 from Brian Selchick dated February 9, 2018.
10 There are a number of recipients including
11 yourself, if you take a look at that.

12 A. Yup.

13 MR. CASTIGLIONE: If you scroll down to
14 the next page please.

15 Q. As reflected in this chain of emails,
16 Plaintiff's A-6, there was an email sent along
17 from a Jon Ventura dated February 8. Part of
18 that email explains that they were seeking to
19 have Dr. Alaei sit on a panel with a North
20 Korean refugee and U.S. Ambassador to the UN
21 Nikki Haley. They were asking him to give a
22 20-minute presentation on his experiences inside
23 Iran based upon his unlawful imprisonment.

24 MR. CASTIGLIONE: If you go up, scroll
25 up in that email please.

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1 Q. It appears there was communications between
2 Harvey Charles and others inquiring about
3 whether or not Dr. Alaei was allowed to do that.
4 And it looks like there was a determination made
5 that he was able to do so in his individual
6 capacity and not as a representative of the
7 university.

8 In your prior experience with investigations
9 or alternative assignments, was that common or
10 typical protocol, that the person subject to the
11 investigation or alternative assignment was not
12 able to attend these types of lectures or
13 speaking engagements and not represent
14 themselves as being an employee or being a
15 representative of SUNY Albany?

16 A. I don't recall that having come up in the
17 previous investigations.

18 Q. Do you recall if there was a determination by
19 the President or Mr. Szelest about this issue?

20 A. I don't -- again, with regards to this, I don't
21 recall what the outcome was of that. That was
22 not a decision that HR would have made.

23 Q. Referring again to this email, Plaintiff's
24 Exhibit A-6, were any concerns raised by anybody
25 at the time about Dr. Alaei speaking at these

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1 types of matters and representing himself as an
2 employee?

3 A. I don't believe that they wanted him
4 representing the university as an employee of
5 the university at that point in time.

6 Q. Was that a decision by your office?

7 A. No.

8 Q. Mr. Stark, I'm showing you what has been
9 identified as Plaintiff's Exhibit A-7. This is
10 an email from Harvey Charles dated February 9,
11 2018 to a number of individuals including a
12 number of individuals it appears outside of the
13 SUNY Albany community. This email says -- it's
14 going to GIHHR colleagues and supporters
15 basically advising that they have named two
16 individuals as Interim Co-Directors of GIHHR.

17 Do you know why this email was sent?

18 A. Again, speculating, just to inform, you know,
19 those in the email as to what the status was of
20 GIHHR. Other than that, it's just speculation.

21 MR. ROTONDI: Randy, don't speculate or
22 guess.

23 Q. Did you have anything to do in drafting this
24 email or the concept of sending it out?

25 A. No.

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1 Q. Do you know if anyone raised any concerns before
2 it was sent out about whether this email might
3 violate Dr. Alaei's rights under the UUP
4 Agreement?

5 A. No.

6 Q. Did anyone ever discuss any concerns with you
7 actually before sending this email about
8 possible adverse consequences?

9 A. No.

10 Q. Do you know who decided to appoint these two
11 identified Interim Co-Directors of GIHHR?

12 A. No.

13 Q. Do you know who these two individuals are, Dina
14 Refki, R.E.F.K.I., and Gina Volynsky,
15 V.O.L.Y.N.S.K.Y.?

16 A. Yes.

17 Q. We will get back to that.

18 Mr. Stark, I'm showing you what's been
19 marked as Plaintiff's Exhibit A-11. This is an
20 email from James Stellar dated February 22, 2018
21 to a number of people including Bruce Szelest.
22 In this email, Mr. Szelest talks about new
23 directors for GIHHR.

24 Are you aware of whether or not as of this
25 date somebody with SUNY Albany had made a

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1 determination to appoint new directors for
2 GIHHR?

3 A. No.

4 Q. You are just not aware?

5 A. I'm not aware.

6 Q. Do you know the professional qualifications for
7 the two individuals that were appointed as
8 Interim or Co-Directors, Interim Co-Directors,
9 of GIHHR?

10 A. No, I don't.

11 Q. Do you know their race?

12 A. I believe both are Caucasian. One spoke with an
13 accent, I believe.

14 Q. Are they both females?

15 A. Yes.

16 Q. In this email, Mr. Stellar is communicating with
17 Bruce Szelest. Is that consistent with your
18 understanding, that they were discussing matters
19 about Dr. Alaei and the investigation and
20 employment issues?

21 A. That's where -- I'm aware discussion did take
22 place between the President's office and the
23 Provost's office. To what extent, I don't know.

24 Q. If I can refer you to what's been marked as
25 Plaintiff's A-12, which would be PDF page 49.

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1 Mr. Stark, I'm showing you what's been marked as
2 Plaintiff's Exhibit A-12. This is an email
3 between Dr. Alaei and Harvey Charles dated
4 February 27, 2018. In this email, Dr. Alaei
5 refers to SUNY Albany barring him from
6 communicating on any grant or program he was
7 administering and raising concerns about who
8 would be taking care of those grants and
9 programs.

10 Was this concern about Dr. Alaei not being
11 able to oversee his programs and grants ever
12 raised during the investigation process, as far
13 as you recall?

14 A. Not that I'm aware of.

15 Q. So you wouldn't know if there was any action
16 taken in response to the issues raised by Dr.
17 Alaei in this email?

18 A. No.

19 Q. If I can refer you to what's been marked as
20 Plaintiff's Exhibit A-13. Plaintiff's Exhibit
21 A-13 is an email from Chantelle Cleary to others
22 dated March 9, 2018. You are not a recipient
23 but Brian Selchick is a recipient. And you and
24 Brian were working together on this matter,
25 correct?

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1 A. Yes.

2 Q. In the first sentence Ms. Cleary states: I have
3 been asked by Bruce to make this matter our top
4 priority.

5 Do you know what Ms. Cleary was referring to
6 about making this matter concerning Dr. Alaei
7 her first priority?

8 A. No, I don't. That would be a question for Ms.
9 Cleary.

10 Q. Let me ask you about Ms. Cleary. If I can refer
11 you to Plaintiff's Exhibit J, what's being shown
12 to you as Plaintiff's Exhibit J, a copy of the
13 decision by the State of New York, Supreme
14 Court, Appellate Division, Third Judicial
15 Department, decided on November 25, 2020,
16 identified as In the Matter of Alexander M. v.
17 Chantelle Cleary, as Former Title IX Coordinator
18 at the State University of New York at Albany
19 and others.

20 Are you aware of a decision involving Ms.
21 Cleary concerning her prior conduct while at
22 SUNY Albany identified in this caption here?

23 A. No, I'm not.

24 Q. If I can have you scroll down to page 6 of the
25 document, PDF page 133. If I can refer you to

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1 the middle of this page, which is page 6 of the
2 document itself, it states in part: As to the
3 possibility of individual bias, Cleary
4 admittedly altered the facts as reported to
5 her.

6 Are you aware of any concerns ever being
7 raised in the past about matters Ms. Cleary was
8 involved in about altering facts that were
9 reported to her during her investigations?

10 A. No, I'm not aware of any.

11 Q. If I can scroll down to the end of this page,
12 the bottom of this paragraph states in part,
13 Cleary's phrasing portrays a significantly
14 different rendering of the event. At the
15 hearing, when Cleary was asked why she changed
16 the wording, her response, in the words of the
17 Supreme Court's order denying petitioner's
18 motion for discovery, bordered on the
19 incoherent. It is not unreasonable to question
20 whether Cleary changed the wording, open
21 parenthesis, and as such the alleged facts,
22 close parenthesis, to correspond with the
23 definition of sexual assault I as found in the
24 student code.

25 Are you aware of any concerns ever being

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1 raised while you were at SUNY Albany as to Ms.
2 Cleary trying to make allegations fit into the
3 definition of assault or other terms dealing
4 with sexual harassment or assault?

5 A. No, I'm not aware.

6 Q. The middle paragraph of page 7 of this court
7 decision states in part: In addition,
8 petitioner presented an affidavit from his
9 advisor, who was present with him in his
10 meetings with Cleary. The advisor averred that,
11 at said meetings, Cleary raised her voice,
12 physically leaned toward petitioner and acted in
13 an aggressive manner.

14 Are you aware of any similar type of
15 behavior by Ms. Cleary in conducting her
16 investigations at SUNY Albany over time?

17 A. No, I'm not.

18 Q. Did Ms. Cleary ever express to you in any
19 opinion or belief that she believed Dr. Alaei
20 was guilty for violating any SUNY policy related
21 to this investigation?

22 A. Not to me, no.

23 Q. Did she ever make any statements to you that she
24 believed Dr. Alaei had done whatever was alleged
25 as against him?

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1 A. I don't recall any comments from her regarding
2 that, no.

3 You are muted. I can't hear you.

4 Q. Sorry about that.

5 Did Ms. Cleary leave SUNY Albany's
6 employment during your time?

7 A. Yes, she did.

8 Q. Do you know the circumstances of why she left
9 employment with SUNY Albany?

10 A. She accepted a position at Cornell University.

11 Q. Do you know if there was any investigation ever
12 conducted by SUNY Albany concerning alleged
13 improper acts by Ms. Cleary?

14 A. Not aware of any.

15 Q. If I can refer you to what's been marked as
16 Exhibit M. This would have been provided to you
17 yesterday or today. I think it was yesterday.

18 Mr. Stark, I'm showing you what's been
19 marked as Plaintiff's Exhibit M. It's a number
20 of letters so I will go through.

21 Mr. Stark, as I'm scrolling through the
22 letters, there are three letters from my office
23 to you as well as an email. The letters are
24 dated February 14, 2018, February 16, 2018,
25 February 28, 2018, then an email March 7, 2018.

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1 Do you generally recall receiving letters
2 from my office asserting objections or concerns
3 on behalf of Dr. Alaei when this matter started?

4 A. Yes.

5 Q. Do you recall these letters generally raised
6 issues of Dr. Alaei being removed as Director of
7 GIHHR or being punished without just cause?

8 A. Yes.

9 Q. Do you recall these letters and emails raising
10 the issue of lack of email access?

11 A. Yes.

12 Q. Did you ever send these to anybody at SUNY and
13 ask them to review these to see if SUNY was
14 wrong or to address any of the concerns being
15 raised?

16 A. Yes.

17 Q. First of all, who would you send them to, if you
18 recall?

19 A. I would forward them to counsel at the
20 university as well as to counsel down at SUNY
21 Central.

22 Q. Do you remember SUNY ever providing a response
23 of looking into these to see if they were
24 consistent or a violation of the UUP Agreement?

25 MR. ROTONDI: I object just to anything

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1 he heard from SUNY counsel as
2 attorney-client privilege, otherwise, no
3 objection.

4 Q. So the question is: Did SUNY ever provide any
5 response to address whether any of these issues
6 were a violation of the UUP Agreement or not,
7 the objections about if there was illegal
8 communications made?

9 A. I don't recall.

10 Q. As far as you are aware, SUNY never provided Dr.
11 Alaei access to his email again during the time
12 of this investigation, is that correct?

13 A. As far as I'm aware, yes, that's correct.

14 Q. You had mentioned earlier part of what you were
15 looking into was UUP Agreement issues. Do you
16 recall the UUP allowing for informal resolution
17 of disciplinary issues?

18 A. You know, informal resolution of disciplinary
19 issues.

20 Q. Let me take a look here.

21 So referring back to Plaintiff's Exhibit M
22 sub Exhibit 1, a letter from Young/Sommer dated
23 February 14, 2018, the paragraph in the middle
24 of the screen starting with "initially," this
25 paragraph states: The agreement recites that

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1 the purpose of the article is to provide a
2 prompt, equitable and efficient procedure.
3 Further, the agreement is clear that prior to
4 initiating any formal action under the article,
5 the university is encouraged to resolve matters
6 of discipline informally citing UUP Agreement
7 Section 19.1.

8 Do you recall that provision of the UUP
9 Agreement?

10 A. Not until you just presented it.

11 Q. Do you recall why SUNY never decided to try to
12 resolve this issue informally versus the
13 investigatory process it followed?

14 A. I believe based on the allegations that were
15 reported, not to our office but to Chantelle
16 Cleary's office and I believe the Provost's
17 office, that was, you know, requested that we do
18 an investigation.

19 Q. Generally speaking, after this investigation
20 started per the February 8, 2018 letter, what
21 did SUNY do over time conducting its
22 investigation?

23 A. Interviews were conducted with the students, you
24 know, whose names were brought to our attention.

25 Q. Was there anything else?

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1 A. From an HR standpoint, no.

2 Q. I'm showing you what's marked as Plaintiff's
3 Exhibit L-2. Generally speaking, do you recall
4 or have you ever seen this document?

5 A. I saw -- I'm looking through it. The time line
6 I don't recall seeing. But -- again, I don't
7 recall. Again, I'm not going to -- I don't
8 recall. I may have at some point. There is
9 documents and stuff going on, you know, but I
10 honestly don't recall if I read this document or
11 not.

12 Q. Do you recall if your office prepared this
13 document?

14 A. I don't believe we did. This is not something
15 that we would necessarily prepare; no.

16 Q. This document, Exhibit L-2, on the first page of
17 the document there are three Roman numerals and
18 they identify the investigation on the following
19 possible violations of policies. Roman numeral
20 I states in part, insert policy violations for
21 permitting Dr. Arash Alaei to conduct business
22 on behalf of GIHHR after his separation from the
23 University at Albany. Roman numeral II says,
24 insert policy violations for facilitating
25 contact between Dr. Arash Alaei and GIHHR staff

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1 and students during Arash Alaei's alternative
2 assignment and after his separation from the
3 University at Albany. And then number III says,
4 a violation of the University at Albany's sexual
5 harassment policy for engaging in unwelcomed
6 conduct of a sexual nature directed at GIHHR
7 student intern blank that created a
8 sexually-hostile environment for working and
9 learning.

10 MR. CASTIGLIONE: For the record, I
11 said "blank" rather than saying the
12 student's name.

13 A. I understand.

14 Q. So were these the three issues that served as
15 the basis of the investigation by Ms. Cleary and
16 your office concerning Dr. Alaei?

17 A. I would say Roman numeral III was the primary
18 one. And in the course of discussion, the other
19 two issues with what Dr. Arash Alaei had done in
20 the meantime did come up in the course of, you
21 know, our investigation.

22 Q. Was Ms. Cleary looking into the allegations of
23 Roman numeral number III?

24 A. Those would have been her, yes. Those would
25 have been -- that would have been her area of

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1 review.

2 Q. And then your area, your office's area for HR
3 would have been Roman numerals I and II as shown
4 on this document?

5 A. That's correct.

6 Q. Okay.

7 A. And -- yes.

8 Q. Over the course of investigation of what I'm
9 going to identify as Roman numerals I and II,
10 based upon exhibit L-2, did you ever speak with
11 Harvey Charles about those issues?

12 A. No; I don't recall ever specifically talking to
13 him about those.

14 Could I just clarify one thing?

15 Q. Sure.

16 A. On Roman numeral III, that is what Chantelle was
17 investigating but that was also part of what we
18 in HR needed to do in terms of our investigation
19 and interrogation.

20 Q. These issues were overlapping, III with II?

21 A. Right.

22 Q. For number I, Roman numerals I and II, you don't
23 recall speaking with Harvey Charles?

24 A. No, I don't. I mean, at what point in time, you
25 know, and where it came up and who it was with,

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1 there was concern raised in regards to, you
2 know, Dr. Arash's interaction with Kamiar's --
3 what the interactions were. Those came up
4 through in the course of discussions with, you
5 know, who, what, when and where it was with, I
6 don't know; I don't recall.

7 Q. If I can refer you to Exhibit F-1, the first
8 document is an email from Arash Alaei to Harvey
9 Charles dated March 22, 2017. If you can take a
10 look at that email.

11 A. Okay.

12 Q. Then there was a response email from Harvey
13 Charles to Arash Alaei dated March 29, 2017.
14 This email reflects a response by Mr. Charles to
15 Arash Alaei's inquiry.

16 A. Okay.

17 Q. As part of your investigation, do you recall
18 ever learning that Arash Alaei had been
19 communicating with people by reaching out to
20 Harvey Charles in the first instance to ask for
21 permission?

22 A. Sorry; could you ask the question again?

23 Q. Sure.

24 Do you recall in the course of your
25 investigation learning about whether Arash Alaei

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1 was contacting Harvey Charles to request
2 permission to contact individuals or go on
3 campus or attend events?

4 A. I don't recall.

5 Q. That exhibit, Exhibit F-1, there is another
6 email dated March 28, 2017 from Arash Alaei to
7 Harvey Charles. He is laying out apparently his
8 work plan if you take a second to read this
9 over.

10 A. This is from Arash.

11 Q. Arash to Charles.

12 A. Could you scroll up a little bit?

13 Q. In particular, if I can refer you to the
14 second-to-last paragraph on this page, it starts
15 with in order to complete the above-mentioned
16 tasks, I will be in touch with the following
17 people.

18 A. Okay.

19 Q. During the investigation, were you aware if Dr.
20 Charles was giving permission to Arash Alaei to
21 talk to various people including the people
22 listed on this document?

23 A. I don't recall. I don't recall.

24 Q. Do you recall coming across any other emails or
25 specifically dealing with Arash reaching out to

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1 Harvey Charles?

2 A. No, I don't. I don't recall.

3 Q. Do you recall during this time, referring to
4 Exhibit F-1, the email dated March 28, 2017, was
5 Arash Alaei on alternative assignment at that
6 point?

7 A. I will have to look at the record. I don't
8 recall. I don't know if he was.

9 Q. Do you recall that Arash Alaei at some point was
10 on alternative assignment before he left SUNY
11 Albany?

12 A. Yes.

13 Q. Do you recall if during that time he had access
14 to his email?

15 A. I believe he did.

16 Q. Do you know who Dr. Kamiar Alaei's supervisor
17 was in 2018?

18 A. I believe it was Harvey Charles.

19 Q. Would that be the same for year 2017?

20 A. Yes; I believe so.

21 Q. Was Dr. Charles during those two years also the
22 supervisor for Arash Alaei while he was with
23 SUNY?

24 A. Yes.

25 Q. If I can refer you to Exhibit L-1. I want to go

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1 through this document and ask if you take a
2 look, if you recognize what this is. Do you
3 recall what that document was?

4 A. I believe that was a letter that was sent. I
5 don't know what office it went to, if it went to
6 -- looks like it may have gone to Chantelle's
7 office, possibly the Provost's office. I
8 believe it was a letter from the students listed
9 below. And the bulleted items were the
10 responses prepared for each of those questions.

11 Q. Was this document used by SUNY Albany at some
12 meeting or in some form to respond to questions
13 raised by students?

14 A. Not that I'm aware of.

15 Q. So these responses prepared at the bullets,
16 would they have ever been communicated to
17 somebody outside of SUNY administration?

18 A. I believe it was communicated to those who wrote
19 the letter.

20 Q. I'm referring you now to specifically the second
21 page of that document, L-1. It states in part:
22 It was Arash Alaei and Kamiar Alaei who misled
23 students, not the university.

24 Do you recall what the reference to Dr.
25 Kamiar Alaei misleading students was referring

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1 to?

2 A. No.

3 Q. I will refer you to what's been previously
4 marked as Exhibit L-3. I will scroll through
5 it.

6 Do you have any understanding of what this
7 document is?

8 A. I don't recall. I don't recall having read that
9 document. Doesn't mean I might not have seen
10 it. I'm just not recalling the document right
11 now. It's pretty lengthy.

12 Q. In the upper left corner, it says last edit JCE.
13 Do you have any understanding if that's a
14 reference to Jordan Cargilio Evangelis (ph)?

15 A. That's what I would think.

16 Q. He was the person working for SUNY Albany at the
17 time for communications PR?

18 A. Yes.

19 Q. Do you recall a time there was an interrogation
20 of Dr. Alaei?

21 A. Yes.

22 Q. That was in early May 2018, is that fair to say?

23 A. I believe so.

24 Q. Do you recall learning anything new at that
25 interrogation that you had not otherwise

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1 uncovered about allegations concerning Dr. Alaei
2 at that point?

3 A. Offhand, I don't recall there being any
4 additional.

5 Q. I refer you to Exhibit C-3, a letter dated May
6 21, 2018 from my office to you.

7 Do you recall receiving this letter?

8 A. Yes.

9 Q. At this point in this letter, towards the end,
10 Dr. Alaei raised pursuing discipline informally
11 and resolving issues of discipline informally.
12 Did anybody consider that option at that point
13 after receiving this letter, Plaintiff's Exhibit
14 C-3?

15 A. I'm just reading it.

16 Q. Sure.

17 A. The question is, did we give any consideration
18 to that?

19 Q. Yes.

20 If you read the last paragraph in the middle
21 of the page it starts, by this letter, Dr. Alaei
22 is requesting one last time that your office
23 revise its February 8 determination and endeavor
24 to address this matter informally as provided
25 for by the UUP Agreement.

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1 Do you remember making a decision not to
2 pursue that?

3 A. We continued to pursue the investigation
4 further. I don't recall there having been any
5 informal or whatever the wording is of the
6 document to remedy that.

7 Q. Do you recall sharing this document with anybody
8 else to seek their input?

9 A. Sure. Any of those documents I would share with
10 counsel at the university as well as counsel at
11 SUNY Central.

12 Q. Do you recall sharing these with Mr. Szelest or
13 the President's office?

14 A. I would forward those to their offices also.

15 Q. And same as Provost Stellar?

16 A. Yes.

17 Q. If I can refer you to what was previously marked
18 as Exhibit H.

19 MR. CASTIGLIONE: Do you mind if we
20 take a quick five-minute break?

21 MR. ROTONDI: I was just going to ask
22 you.

23 (Brief recess.)

24 EXAMINATION BY

25 MR. CASTIGLIONE:

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1 Q. Before I move to Exhibit H, I was able to track
2 down another exhibit. This is what is being
3 identified as Plaintiff's Exhibit N. If I can
4 scroll down and show you starting here, which is
5 an email from Harvey Charles to Arash Alaei
6 dated June 14, 2017, regarding my report and
7 communication with interns.

8 A. Okay.

9 Q. There was a prior email from Arash dated June 13
10 and here is the content.

11 Did you ever come across this email in your
12 investigation regarding Arash Alaei's contact
13 with SUNY Albany personnel during his
14 alternative assignment?

15 A. No; I don't recall that email.

16 Q. When we last left off, I was referring to the
17 prior Exhibit H, Plaintiff's Exhibit H. If you
18 take a look at this document, do you recall a
19 time where SUNY scheduled and held a counseling
20 session with Dr. Alaei on or about August 9,
21 2018?

22 A. Yes.

23 Q. Is Exhibit H the counseling memorandum that your
24 office prepared concerning Dr. Alaei and the
25 investigation?

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1 A. Yes.

2 Q. At that time, is it correct to say that SUNY
3 Albany made a determination that there was no
4 violation of any of SUNY Albany's policies by
5 Dr. Alaei?

6 A. Yes.

7 Q. Is it correct to say at that time SUNY Albany
8 determined not to impose any discipline against
9 Dr. Alaei?

10 A. That's correct. There was no NOD issued.

11 Q. Did you solicit any input from others before
12 issuing this counseling memorandum?

13 A. Yes.

14 Q. If you recall, who did you seek input from?

15 A. Well, we would have that reviewed by, again,
16 SUNY counsel at campus, U Albany counsel, as
17 well as SUNY counsel, downtown central SUNY or
18 SUNY Central.

19 Q. And the findings reflective of this counseling
20 memo not to impose discipline and no policies
21 have been violated, do you recall at what point
22 you made that determination?

23 A. We made that determination -- I believe it was
24 earlier, earlier than that. But we weren't able
25 to meet with Kamiar because I believe he was

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1 away.

2 Q. We discussed earlier that on the following day,
3 August 10, 2018, SUNY A made the determination
4 to terminate Dr. Alaei's appointment. Is that
5 fair to say?

6 A. Yes.

7 Q. If I can refer you to what was previously marked
8 Plaintiff's Exhibit B-8. If you can take a look
9 at that letter.

10 Do you recall what this letter is?

11 A. Yeah; that was the letter that was issued to Dr.
12 Alaei the day after.

13 Q. So this was the letter that was notifying Dr.
14 Alaei his employment was being terminated?

15 A. Yeah.

16 Q. His appointment was being terminated as of
17 August 10, 2018?

18 A. Yes.

19 Q. You previously stated that you don't have any
20 knowledge as to why it was terminated?

21 A. Nope.

22 Q. When did you first learn that SUNY had made a
23 determination to terminate Dr. Alaei's
24 appointment?

25 A. I would say probably within a couple of days or

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1 a week or July -- maybe it was back in July when
2 we wanted to initially have a meeting with him.

3 Q. Do you know --

4 A. Prior to that date.

5 Q. Do you know who was involved in making the
6 determination to terminate Dr. Alaei's
7 appointment?

8 A. No, I don't.

9 Q. Would the President have to approve it?

10 A. Yes, he would.

11 Q. Would Provost Stellar have to approve it?

12 A. Yes, he would have.

13 Q. I want to backtrack a little bit here.

14 Actually, when somebody is terminated or
15 their appointment is terminated, is it usual for
16 your office to sign the letter?

17 A. Yes.

18 Q. I'm going to refer you to Exhibit D-1. Let me
19 ask you as a follow-up to that last exhibit, the
20 August 10, 2018 letter, after there has been a
21 determination of no policy violations or
22 determination not to impose discipline, is it
23 common to terminate that employee?

24 A. It hasn't -- it did not happen while I was at
25 the University at Albany.

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1 Q. I'm referring you to D-1. This is a chain of
2 emails between Brian Selchick and Chantelle
3 dated March 26. In this email, if you take a
4 minute to read it, in the email from Ms. Cleary
5 dated March 26, 2018 she says, I thought we
6 agreed he wasn't going to come back.

7 As of March 26, 2018, did SUNY Albany make a
8 determination that Dr. Alaei wasn't going to
9 come back to employment at SUNY Albany?

10 A. Not that I'm aware of.

11 Q. Do you have any understanding what Mr. Selchick
12 and Ms. Cleary are referring to about an
13 agreement that Dr. Alaei wasn't going to come
14 back?

15 A. No, I'm not.

16 Q. In the email -- sorry.

17 A. I'm just reading the email over.

18 Q. The ultimate response from Mr. Selchick is,
19 right, but there will probably be a short gap in
20 time after the interrogation after which we have
21 to bring him back in the nonrenewal prebuyout
22 assuming the President approves the buy out.

23 Are you aware of any such agreement or
24 decision by SUNY Albany personnel about that
25 time concerning Dr. Alaei?

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1 A. I think at that point, that would have been
2 general discussion I think back and forth in
3 that email. But we knew that we still had to
4 conduct the interrogation and find out what
5 information we gleaned from the interrogation
6 before the next steps were taken.

7 Q. So the reference by Ms. Cleary about agreeing he
8 wasn't going to come back and the confirmation
9 by Mr. Selchick, you are indicating that they
10 still understood they had to do a determination
11 about or investigation about whether he was
12 guilty of what was alleged?

13 A. Absolutely.

14 MR. ROTONDI: I object to the form of
15 the question. You are asking him to
16 speculate on what other people are thinking.

17 MR. CASTIGLIONE: I'm phrasing that
18 because he was the head of the office and in
19 charge of Brian Selchick.

20 MR. ROTONDI: But he said he wasn't
21 aware of this.

22 MR. CASTIGLIONE: Okay.

23 Q. I'm referring you to what was previously marked
24 Plaintiff's Exhibit L-4. If you can take a look
25 at these notes, it appears to be handwritten

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1 notes, it looks like, dated 4/3/18 possibly.

2 They are cut off at the corner.

3 A. Right.

4 Q. Do you recognize whose handwriting this is?

5 A. That's Brian's handwriting, Brian Selchick.

6 Q. At the beginning of this document, there is a
7 note that says, how do we maintain the integrity
8 of the nonrenewal with or without the
9 NOD/interrogation.

10 Do you know what Mr. Selchick was referring
11 to about maintaining the integrity of the
12 nonrenewal?

13 A. No, I don't.

14 Q. Do you know if that was a determination or
15 reflective of a determination by somebody at
16 SUNY Albany to not renew Dr. Alaei's employment?

17 A. Again, I can't speculate.

18 Q. If you scroll down and I'm running the pointer
19 on my mouse over the line, it's the fourth line
20 down from this page, it says, goal is to make
21 sure he does not come back.

22 Are you aware if there was a decision by
23 SUNY that their goal was to make sure at that
24 point Kamiar Alaei did not come back to work?

25 A. There may have been discussion regarding that,

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1 again, I think based on the allegations that
2 were made, if they proved to be true.

3 Q. SUNY was making a determination possibly in
4 advance of concluding the investigation, that if
5 the allegations are true, the goal was to make
6 sure Dr. Alaei does not come back?

7 MR. ROTONDI: Object to form.

8 A. Yes.

9 Q. The next line, which would be the fifth sentence
10 down, it says, can we keep nonrenewal clean.

11 Do you have any understanding what Mr.
12 Selchick was referring to there?

13 A. No, I don't.

14 Q. This last line on this document, I'm running the
15 mouse pointer over to, says, performance
16 evaluations to support nonrenewal-we could
17 recreate them.

18 Are you aware of efforts by anybody at SUNY
19 Albany to recreate performance evaluations to
20 support a nonrenewal?

21 A. No, I'm not.

22 Q. Do you have an understanding why Mr. Selchick
23 would have written that sentence?

24 A. No, I don't.

25 Q. Do you recall a time where SUNY began to pursue

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1 nonrenewal of Dr. Alaei's employment?

2 A. I believe it was the beginning of May of 2018.

3 Q. I'm going to show you what's been marked as
4 Plaintiff's Exhibit E-1. If you take a look at
5 that document, this is an email from a Liesl
6 Zwicklbauer dated April 4, 2018. Take a look at
7 this.

8 Do you recall receiving this email?

9 A. It was addressed to me; yeah. I must have seen
10 it; yes.

11 Q. Do you recall why Ms. Zwicklbauer was providing
12 you with this information?

13 A. No; would depend on what the previous email
14 there was, if there was one, asking for her
15 opinion. She is the SUNY Central attorney.

16 Q. She makes comments about a current performance
17 program and evaluation. Do you have any
18 understanding of what those were referring to?

19 A. Yeah. The performance program is basically the
20 annual evaluation of any and all employees
21 that's to be conducted.

22 Q. Do you recall finding any evaluations for Dr.
23 Alaei at that time?

24 A. I may have looked but I don't recall.

25 Q. So this form, Exhibit E-1, sorry, this email,

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1 included a December 4, 2017 cover letter to Dr.
2 Alaei from Provost Stellar as well as a form
3 identified as change of status request form. If
4 you take a look at that form.

5 A. Okay.

6 Q. On this form in the middle it says, appointment
7 type term.

8 Do you have an understanding of what that
9 reference to "term" means?

10 A. I should know but -- the only thing I can think
11 of, it would be term or tenure because he was
12 not in a tenured position. So I think the
13 appointment type was term subject to specific
14 terms.

15 Q. So when it says following along that line a box
16 says, duration, parentheses, term appointments,
17 this one says, other, two year nine months?

18 A. Yes.

19 Q. Do you have any understanding of what that is
20 referring to?

21 A. That would be the duration of that employment
22 from November of 2017 to August of 2020.

23 Q. Do you recall what SUNY Albany did after this
24 April 4 email at Exhibit E-1 in terms of
25 nonrenewing Dr. Alaei's employment?

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1 A. No, not after that. I believe a nonrenewal was
2 sent in May or was being processed in May but
3 other than that, nothing further on this email
4 that I'm aware of.

5 Q. Do you recall if you ever located or HR located
6 any evaluations concerning Dr. Alaei?

7 A. Again, I may have looked. I don't recall. I'm
8 sure we would review the file but I don't
9 recall.

10 Q. Do you recall ever having any conversations with
11 Dr. Alaei about his work product or work
12 quality?

13 A. No, I don't recall.

14 Q. Do you recall talking to anybody with any
15 supervisory capacity concerning Dr. Alaei about
16 nonrenewing his employment?

17 A. It would have been Bill Hedberg and Harvey
18 Charles.

19 Q. What was Bill Hedberg's role?

20 A. He is the Assistant Provost. He sat in the
21 Provost's office.

22 Q. He would be basically supervisory capacity over
23 Dr. Alaei in GIHHR?

24 A. I believe he would be, yes. He would be over
25 Harvey Charles. But, yeah, I believe that would

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1 be the structure.

2 Q. At that time in April of 2018, did you ever gain
3 any understanding of the work quality of Dr.
4 Alaei's work?

5 A. No; I don't recall.

6 Q. If I can refer you to what was previously marked
7 as Exhibit B-1, a letter dated April 27, 2018 to
8 Provost James Stellar from Harvey Charles
9 concerning Dr. Alaei. It says, I am writing to
10 recommend that Dr. Alaei's appointment be
11 nonrenewed, that it not be extended beyond its
12 current termination date or one year following
13 notice of nonrenewal.

14 Do you know who created this document?

15 A. No, I don't.

16 Q. Do you know if this document was ever sent to
17 Dr. Alaei?

18 A. I don't know.

19 Q. Fair to say you don't have any information or
20 knowledge about this document?

21 A. I don't recall. I don't recall seeing that.

22 Q. If I can refer you to what was marked as Exhibit
23 B-3, a series of emails between William Hedberg
24 and Harvey Charles dated April 28. If you can
25 just take a look at the bottom up.

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1 A. Okay.

2 Q. In the middle of this exhibit page, there is an
3 email April 28, 2018 at 3:21 p.m., indicates
4 Harvey Charles wrote to Bill. Hello, Bill, I'm
5 looking at the letter of nonrenewal. It is
6 actually a recommendation from me to the
7 Provost. As you know, I know practically
8 nothing about this situation and I feel
9 uncomfortable making a recommendation to the
10 Provost without a basis to do so.

11 Did you know at the time that Harvey Charles
12 had these uncomfortable feelings about making
13 any recommendation concerning nonrenewal of Dr.
14 Alaei?

15 A. Not up until that time. I was not aware of his
16 feeling until this time period.

17 Q. Do you know if anyone ever consulted with Harvey
18 Charles about whether or not SUNY should pursue
19 nonrenewal of Dr. Alaei?

20 A. That, I don't know.

21 Q. Do you know who wanted Harvey Charles to sign
22 this letter besides William Hedberg, if anybody?

23 A. I believe that would have been the protocol, as
24 I believe. Like I said before, Harvey Charles
25 was the supervisor. So I believe that's why

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1 William Hedberg wanted him to sign off on that.

2 Q. Usually in these situations of seeking
3 nonrenewal, is it the supervisor who initiates
4 the nonrenewal in terms of their opinion about
5 whether an employee should be nonrenewed or not?

6 A. Yes.

7 Q. In this case it was Mr. Charles was not giving
8 that opinion that Dr. Alaei be nonrenewed?

9 A. No. Well, based on the documents here, I would
10 say no.

11 Q. If I can show you what's been previously marked
12 as Exhibit B-4, appears to be a chain of emails.
13 The one in the middle of the screen is May 2,
14 2018, appears to be from Harvey Charles to you.

15 A. Yes.

16 Q. Do you recall receiving this email?

17 A. Yes.

18 Q. Did you have any response to this email, as far
19 as you are aware, in terms of SUNY Albany's
20 efforts to seek nonrenewal of Dr. Alaei at that
21 time?

22 A. From what I recall, I believe I contacted Harvey
23 Charles and discussed it with him over the phone
24 and he indicated that he, you know, was not in
25 favor of or he was not recommending the

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1 nonrenewal as he stated and he declined to sign
2 that letter.

3 Q. As a result of Mr. Charles declining to sign the
4 letter, did you take any particular course of
5 action?

6 A. I spoke with Bill Hedberg.

7 Q. Do you recall what you discussed?

8 A. We discussed that. What the outcome was, I
9 don't recall. But I know we discussed that and,
10 you know, I don't recall if Bill Hedberg signed
11 off on the forms to initiate the nonrenewal or
12 not. Again, I don't have access to the files.

13 Q. Do you know if the President or Bruce Szelest
14 was advised of Dr. Charles' reluctance to sign
15 off on any nonrenewal because he had no basis to
16 recommend any nonrenewal?

17 A. I don't know if that was shared with him. I
18 have no knowledge of that.

19 Q. At this point, who was seeking to have this
20 nonrenewal move forward?

21 A. I believe it would have been the Provost's
22 office.

23 Q. Did you ever have any discussions with the
24 Provost's office about the nonrenewal efforts?

25 A. In terms of?

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1 Q. Just the process that was being employed by SUNY
2 to further nonrenewal?

3 A. No. I mean, if it was coming from the Provost's
4 office, they are the next step up, if you will.
5 And, you know, HR, myself, wasn't in a position
6 to, you know, to question or deny.

7 Q. If I can refer you to what was previously
8 identified as Plaintiff's Exhibit B-6. This is
9 an email from William Hedberg to Dr. Alaei
10 cc'ing you apparently and Mr. Charles, Harvey
11 Charles, Dr. Charles, dated May 14, 2018. This
12 indicates that the Provost has signed off on the
13 form.

14 Is that consistent with your understanding
15 of what happened with the nonrenewal process we
16 have been going through and the form at issue?

17 A. I believe he would have -- that the Provost
18 would have signed off on it.

19 Q. This indicates, this email, that the next step
20 in the process is for the President to review
21 the file and make a decision.

22 Are you aware of the President having
23 decided before this point that he was endorsing
24 or promoting nonrenewal of Dr. Alaei?

25 A. No. I had no knowledge of that.

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1 Q. This does refer to Dr. Alaei having an
2 opportunity to submit a response.

3 A. That's correct.

4 Q. Continued on in this document is a letter which
5 appears to be from Dr. Alaei. I'm scrolling
6 down so you can see the bottom from Dr. Alaei to
7 Bill Hedberg.

8 Were you aware that Dr. Alaei submitted this
9 letter in response to the opportunity indicated
10 by Mr. Hedberg in his prior email?

11 A. Yes.

12 Q. Did you review this letter?

13 A. Yes, I did.

14 Q. Did you discuss this letter, the merits of the
15 issues being raised by Dr. Alaei, with anybody?

16 A. I don't believe I did. I may have had a
17 discussion with Bill Hedberg but other than
18 that, no.

19 Q. Was it within your job responsibilities and
20 authority at any point to decide whether or not
21 Dr. Alaei was renewed or not renewed?

22 A. No. That's a decision by his supervisors, his
23 superiors.

24 Q. In the normal process, is it fair to say that
25 the supervisors are the ones that initiate and

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1 pursue nonrenewal?

2 A. Yes.

3 Q. Are you aware whether the President ultimately
4 approved nonrenewal of Dr. Alaei's employment?

5 A. Yes, he did. He did approve it.

6 Q. Did you have any concerns at that point in the
7 process regarding the nonrenewal process?

8 A. No.

9 Q. If I can refer you to what was previously marked
10 as Plaintiff's Exhibit I-3. This is a chain of
11 emails from May 23 between you and Valerie
12 Ayers. At the bottom of this exhibit there is
13 an email from Ms. Ayers asking if you received
14 his nonrenewal. Your response was yes, it was
15 for one year not two. The one year versus the
16 two has been discussed. We are staying with one
17 year.

18 Can you explain to me the reference to one
19 year versus two years?

20 A. With the one year, I -- it was based on the
21 agreement that he had back when he first
22 started. And based on the agreement because,
23 again, it was a non-tenured position, you know,
24 there were some salary guarantees made back with
25 that letter, talked about, you know further

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1 extending that based on performance, performance
2 reviews, I believe.

3 Q. Do you recall my office or the union
4 representative, I think her name was Maureen
5 Seidel, raising the term of Evergreen
6 appointment?

7 A. Yes.

8 Q. I'm showing you or I will be showing you what's
9 been previously identified as Plaintiff's
10 Exhibit E-2 which is a letter dated April 16,
11 2014 from SUNY concerning appointment of Dr.
12 Alaei.

13 Do you recall reviewing this letter at some
14 point?

15 A. Yes, I do.

16 Q. I'm going to point out using my mouse arrow key,
17 it's the second paragraph of this letter,
18 states, to give you the security of at least two
19 years of employment, the appointment will be
20 reviewed annually for possible extension by
21 another year.

22 Is that what you were referring to about the
23 one-year versus two-year issue?

24 A. Yes, I am.

25 Q. In your prior email, you talk about a decision

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1 being made and a discussion had. Do you recall
2 that or want me to put it back up?

3 A. With regards to the one versus two years?

4 Q. Yes.

5 A. I recall.

6 Q. So who was involved in the discussion about one
7 year versus two years of employment?

8 A. It was the President's office and the Provost's
9 office.

10 Q. What was the extent of the discussion?

11 A. That we would go with the one year because the
12 way that the document was written, it was felt
13 that -- I believe that document was 2014 and we
14 were in 2018. And I believe it was interpreted
15 that the two years was related to that
16 particular document and that going forward after
17 that, that it would be, you know, assuming, you
18 know, the performance was there, that it would
19 be a one year -- you would receive one year.

20 Q. Are you aware of whether Dr. Alaei ever received
21 any negative performance evaluations?

22 A. Not that I'm aware of.

23 Q. This letter, Plaintiff's Exhibit E-2, it had a
24 number of people cc'd on it including Vice
25 President James Dias and Vice Provost Kevin

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1 Williams?

2 A. Yes.

3 Q. Do you know who Vice President James Dias was at
4 the time in 2018?

5 A. Yes.

6 Q. Who was he and what position did he hold, if
7 any?

8 A. He was over the research part, research
9 foundation.

10 Q. What about Vice Provost Kevin Williams?

11 A. He wasn't Vice Provost when I was there.
12 Obviously, he was Vice Provost when the letter
13 was signed off on. But I want to say he was a
14 dean. I don't recall what his exact title was.
15 His title back then was, obviously, Vice
16 Provost.

17 Q. Did you ever consult with or did anyone ever
18 consult with Dr. Williams or Mr. Williams
19 concerning this one-year versus two-year
20 contract issue?

21 A. Not that I'm aware of.

22 Q. If I can refer you to Plaintiff's Exhibit E-4.
23 It appears to be an email from Kevin Williams to
24 Dr. Alaei dated May 31, 2017. It appears to be
25 providing an opinion or interpretation regarding

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1 an appointment letter and one year versus two
2 year.

3 A. Okay.

4 Q. Did you review this email as part of the
5 decision-making process as to Dr. Alaei here as
6 to one or two years?

7 A. I don't ever recall seeing that letter.

8 Q. Ultimately, the decision as to one year versus
9 two years, would that have been made by the
10 President?

11 A. The final decision would have been made by the
12 President's office, yes.

13 Q. So back to Exhibit I. This is the chain of
14 emails between Ms. Ayers and you. In this email
15 that's on the screen as part of Exhibit I-3, Ms.
16 Ayers asks, are you going to issue an NOD. And
17 your response is, at some point we probably
18 will.

19 Does the term "NOD" refer to notice of
20 discipline?

21 A. Yes, it is.

22 Q. Do you recall why your thoughts were at some
23 point you probably would issue a notice of
24 discipline as to Dr. Alaei?

25 A. I think based on the information we had at that

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1 point, you know, from what was conducted by the
2 Title IX office and also some of the information
3 that we had received or gleaned from talking to
4 some of the students, again, I don't know the
5 time line but, you know, it appeared that an NOD
6 was a possibility.

7 Q. That sentence further continues in a May 23
8 email from you, he still remains on alternative
9 leave while we investigate management issues
10 that were identified during the other
11 investigation.

12 Can you explain to me what you were
13 referring to with that statement?

14 A. I think the management issues were the use of
15 funding, how the funding was -- how certain
16 things were funded through GIHHR, if they were
17 being funded appropriately or not.

18 Q. So your response about NOD, was that based on
19 the Title IX portion of the investigation?

20 A. The Title IX portion.

21 Q. So the allegations about inappropriate conduct?

22 A. Sorry; yes. Correct. I'm thinking of the
23 contract. Yes, that's correct.

24 Q. To be clear, that reference, at some point we
25 probably will, about NOD was referring to the

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1 Title IX portion of the investigation?

2 A. That's correct.

3 Q. So at this point, May 23, 2018, you were still
4 conducting the investigation?

5 A. Yes.

6 Q. Do you know if Chantelle was still conducting
7 any part of her investigation at that point?

8 A. I don't know if she was still -- I don't know.
9 Ours is more interviewing the names -- students
10 whose names came up through her course of
11 investigation and if there were additional names
12 that came up during our interviewing -- when I
13 say "our interviewing," Brian Selchick's and my
14 interviewing -- of these individuals, we would
15 add names to the list of people that we needed
16 to interview. What she was doing at her end, I
17 can't speak for.

18 Q. At this point in time, had any part of your
19 investigation concluded?

20 A. Yeah, it did. And the conclusion, I don't know
21 when it concluded but the conclusion was, you
22 know, as outlined in the counseling memo.

23 Q. I mean reflective of this May 23, 2018 email, at
24 that point in time, had any part of your
25 investigation that was going on come to a

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1 conclusion?

2 A. I don't know. I don't know what the date was
3 that it concluded.

4 Q. Do you recall as of this May 23, 2018 date if
5 there was anything knew at that point in time
6 related to the investigation that had not been
7 raised at the May 9, 2018 interrogation?

8 A. I don't believe so. I don't recall.

9 Q. As to the investigation, do you recall what you
10 did to move forward with or look into further
11 any issues after May 23, 2018?

12 A. If anything, it would have been -- if there were
13 more discussions to be had with individuals
14 named, we would have continued with that but,
15 again, I don't have a time line.

16 Q. If I can refer you to Exhibit D-2. If you can
17 take a look at this, which appears to be an
18 email from you dated July 6, 2018 to Valerie
19 Ayers.

20 A. Yes.

21 Q. Do you recall this email?

22 A. Yes.

23 Q. Is it fair to say in this email you were
24 expressing your opinion that the misconduct
25 allegations were unfounded?

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1 A. Yes.

2 Q. Do you recall when you reached that conclusion?

3 A. I would say -- again, probably within a few days
4 before that, before that email was sent. It was
5 within that time frame. It was within that time
6 period.

7 Q. Was this a reflection that all allegations or
8 any issues being investigated by SUNY at that
9 point concerning Dr. Alaei were determined to be
10 not a violation of policy or not grounds for
11 imposing discipline?

12 A. Correct. They were unfounded so...

13 Q. In this email, you talk about, we are going to
14 nonrenew him and buy him out.

15 Can you explain to me what you were
16 referring to by that statement?

17 A. That we would nonrenew him. And as far as a
18 buyout goes, we would just pay him the balance
19 of -- I don't know if it was one year from the
20 date of the nonrenewal or one year from that,
21 the date we met with him. But, in other words,
22 buy him out would be his termination. His
23 appointment would cease but we would continue to
24 pay him for one year.

25 Q. Who made the determination about not renewing

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1 and buying him out?

2 A. That decision was made by the Provost and the
3 President's office. It would have been at that
4 level.

5 Q. Did you ever communicate around the time of this
6 email your, you know, determination that there
7 was no violation of policy or no grounds to
8 impose discipline because the grounds were
9 unfounded?

10 A. Yes.

11 Q. Did you convey it to Provost Stellar?

12 A. Yes.

13 Q. And the President?

14 A. Yes.

15 Q. And Mr. Szelest?

16 A. Yes; it would have gone through Mr. Szelest.
17 Yes.

18 Q. What response did Provost Stellar have?

19 A. You know, again, I don't recall. I mean, we
20 continued to move forward with, you know, with
21 the nonrenewal so...

22 Q. Would your response be the same as to any
23 response the President had or Mr. Szelest?

24 A. Yes.

25 Q. Did they ever explain to you or identify why

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1 they were continuing to nonrenew and buy out Dr.
2 Alaei even though you had determined the
3 allegations were unfounded?

4 A. No.

5 Q. Did you make any recommendations to the Provost
6 or the President or Mr. Szelest about how to
7 move forward with Dr. Alaei's employment based
8 upon your findings of unfounded allegations?

9 A. We just reported what our findings were and, you
10 know, the final decision was being left up to
11 them. We gave no recommendations. It was -- I
12 believe there was a lot that occurred during
13 that period of time and that was a decision for
14 them to make and not for HR to make.

15 Q. Do you recall if there was ever any actual
16 formal complaint or informal complaint ever
17 filed with the Title IX office concerning Dr.
18 Alaei?

19 A. I believe, again, from the information that I
20 received from Mr. Rotondi, that there was no
21 formal complaint. We did not receive a formal
22 complaint.

23 Q. How about informal?

24 Let me see if I can refresh your
25 recollection.

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1 I'm going to show you what's been previously
2 marked as Plaintiff's Exhibit D-3.

3 A. Right; no informal or formal. This got underway
4 based on complaints, again, so that were
5 registered earlier in the year so that's what
6 kicked this -- got the whole matter underway.
7 But in terms of -- if you are talking informal
8 or formal, was there anything filed with Title
9 IX, I don't know what they received other than
10 what, you know, Trisha George responded to us
11 stating that they have no record of an informal
12 or formal complaint.

13 Q. So what started this all off, is it fair to say
14 it was Provost Stellar that raised a concern to
15 start the basis of this investigation?

16 MR. ROTONDI: Objection to the form of
17 the question. If he knows. You can answer.

18 A. I think he had some concerns that were brought
19 to him by students and that he wanted there to
20 be an investigation of the allegations.

21 Q. If I an refer you to Plaintiff's Exhibit I, sub
22 Exhibit 4. I'm referring you to what was marked
23 Plaintiff's Exhibit I-4. This appears to be an
24 email from Bruce Szelest dated July 23, 2018 to
25 a number of people including you.

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1 Do you recall receiving this email or as you
2 sit here you might not?

3 A. Yeah. Again, my name is on there so I must have
4 received it.

5 Q. It says in part, the President has okayed
6 proceeding as we laid out in the last meeting
7 and sets out an apparent schedule for moving
8 forward. Is that fair to say?

9 A. Yes. If I can read it quickly.

10 Q. Sure. Take your time.

11 A. Okay.

12 Q. Do you recall what was laid out at that last
13 meeting as referred to in this email?

14 A. No, I don't.

15 Q. Do you recall anybody at that meeting referred
16 to explaining why they would still want to move
17 forward to terminate Dr. Alaei even in light of
18 your findings?

19 A. No specific -- there wasn't anything specific
20 that laid out why they wanted to continue with
21 the nonrenewal.

22 Q. But it was clear that the President was
23 directing the course of conduct?

24 A. Yes.

25 MR. CASTIGLIONE: Do you mind if we

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1 take a quick ten-minute break? I have some
2 things I want to go through and I'll try to
3 wrap it up in a half hour.

4 MR. ROTONDI: That's fine.

5 (Brief recess.)

6 EXAMINATION BY

7 MR. CASTIGLIONE:

8 Q. I'm going to show you what was previously marked
9 as Exhibit D-2 which is an email from you to
10 Valerie Ayers dated July 9, 2018, then a
11 response from Ms. Ayers to you dated July 9,
12 2018.

13 A. Okay.

14 Q. Ms. Ayers' response says in part, there has to
15 be something you can get out of the student's
16 complaint.

17 What was your understanding of what Ms.
18 Ayers was conveying?

19 A. That there must be something -- that there must
20 be something there. It's the only thing I can
21 think of.

22 Q. What do you mean by "there must be something
23 there"? Can you explain that a little bit?

24 A. In terms of what our investigation had but there
25 was nothing.

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1 Q. If I can refer you to what was previously
2 identified as Defendant's Exhibit I-5, an email
3 from Valerie Ayers to you dated January 28,
4 2019. I will give you a second to review this.

5 A. Okay.

6 Q. Do you recall grievances being filed on behalf
7 of Dr. Alaei under the UUP Agreement?

8 A. Grievances being filed by?

9 Q. Or on behalf of Dr. Alaei.

10 A. No, I don't.

11 Q. Do you have any recollection of what Ms. Ayers
12 is referring to here when she says, there is a
13 grievance about Harvey Charles. And it says,
14 they are willing to settle if we make some
15 general promises about 19.10 being
16 nondisciplinary?

17 A. Yeah. I mean, I know it was addressed to me.

18 Q. You don't recall as you sit here?

19 A. Yeah; I don't recall. But it's a grievance
20 about Harvey Charles sending out that email. I
21 know that was sent out but, again, we issued a
22 counseling. We didn't do a -- it wasn't a
23 discipline. There was no discipline involved.

24 Q. Let me ask you, you have dealt with other
25 nonrenewals during your time with SUNY Albany,

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1 is that correct?

2 A. Yes; just about a few.

3 Q. Were there any non-Middle Eastern males
4 nonrenewed for employment during your time with
5 SUNY Albany?

6 A. I don't recall. Again, as far as the faculty
7 goes, I don't recall. I'm not recalling any
8 faculty nonrenewals. And, like I said, it may
9 have only been a few of the other nonrenewals
10 for other non-faculty, if you will, departments
11 but I don't recall the backgrounds or what have
12 you.

13 MS. CASTIGLIONE: Would you mind giving
14 me another minute so we can wrap up? I want
15 to go through my notes.

16 MR. ROTONDI: That's fine.

17 (Brief recess.)

18 MR. CASTIGLIONE: I don't have any
19 other questions.

20 (Discussion held off the record.)

21 MR. CASTIGLIONE: I will order the same
22 as last time; hard copy and PDF.

23 (Whereupon, the proceedings concluded
24 at 3:50 p.m.)

25

RANDY STARK

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I N D E X

TO TESTIMONY:

WITNESS	EXAMINATION BY	PAGE
Randy Stark	Mr. Castiglione	4

TO EXHIBITS:

FOR ID	DESCRIPTION	PAGE
(None marked)		

INFORMATION/REQUESTS

DOCUMENTS	PAGE
(No requests)	

RANDY STARK

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1 SHORTHAND REPORTER CERTIFICATION

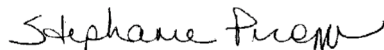
2 I, the undersigned, a certified shorthand
3 reporter of the State of New York, do hereby
4 certify:

5 That the proceedings within were taken
6 before me at the time and place herein set
7 forth; that any witnesses in the foregoing
8 proceedings, prior to testifying, were duly
9 sworn; that a record of the proceedings was made
10 by me using machine shorthand, which was
11 thereafter transcribed under my direction; that
12 the foregoing transcript is a true record of the
13 testimony given.

14 Further, that if the foregoing pertains to
15 the original transcript of a deposition in a
16 federal case, before completion of the
17 proceedings, review of the transcript [] was
18 [] was not requested.

19 I further certify I am neither financially
20 interested in the action nor a relative or
21 employee of any attorney or party to this
22 action.

23 Dated: March 27, 2021
24
25



26 STEPHANIE PICOZZI, CRR, RPR

27 Notary Public, State of New York
28 Qualified in Saratoga County
29 Commission Expires: January 27, 2023

RANDY STARK

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1 DECLARATION/WITNESS CERTIFICATION

2 Case: Alaei v. SUNY

3 Witness: RANDY STARK

4 Deposition Date: March 24, 2021

5 I declare under penalty of perjury that
 6 I, RANDY STARK, the witness herein, have read the
 7 entire transcript of my deposition taken in
 8 the captioned matter or the same has been read
 9 to me, and the same is true and accurate, save
 10 and except for changes and/or corrections, if
 11 any, as indicated by me on the DEPOSITION ERRATA
 12 SHEET hereof, with the understanding that I
 13 offer these changes as if still under oath.

9

10

11

RANDY STARK

12

13

Sworn to, before me, this _____ day
 of _____, 20__.

14

15

16

[_____] (print)

17

Notary Public.

18

Registration No: _____

19

State of _____

20

Qualified in _____ County.

21

My commission expires _____.

22

23

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RANDY STARK

84

1 DEPOSITION ERRATA SHEET

2 Case: Alaei v. SUNY

Witness: RANDY STARK

3 Deposition Date: March 24, 2021

4 1: To clarify the record

2: To conform to the facts

5 3: To correct transcription errors

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RANDY STARK

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REASON CODE

____ Subject to the above changes, I
 Certify that the transcript is true and correct.

____ No changes have been made. I
 Certify that the transcript is true and correct.

RANDY STARK

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